

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**ARBITRATION APPEAL NO.33 OF 2017
WITH
CIVIL APPLICATION NO.45 OF 2017
IN
ARBITRATION APPEAL NO.33 OF 2017**

M/s. Bhosale Brothers Petroleum & Anr.Appellants

Vs.

Hindustan Petroleum & Anr.Respondents

Mr. P.A. Pol a/w. Mr. S.S. Suryavanshi, Mr. R.M. Darvesh, Mr. R.S. Hatkar
and Mr. S.H. Bhardwaj i/b. POL Legal Juris for appellants.
Mr. S.R. Page for respondents.

**CORAM : K.R.SHRIRAM, J.
DATE : 5th OCTOBER, 2017**

PC.:

1 This is an appeal filed under Section 37 of the Arbitration and Conciliation Act, 1996 (the said Act) impugning the order dated 22nd September, 2017 passed by the District Judge-VI, Pune declining grant of ad-interim relief. The prayer clause – (a) of the application before the District Judge reads as under :

“(a) That the respondents be restrained by an order of temporary injunction of this Hon'ble Court from in any manner acting upon the show cause notices Nos.PRR/RT/RET dated 28.6.2017 and 1.9.2017 and or in any manner terminating the dealership agreement during the pendency of the arbitration proceedings.”

2 Mr. Pol, counsel for appellants states that reply to the show cause notice dated 28th June, 2017 and 1st September, 2017 has been given. Mr. Page, counsel for respondents states that he has been served a copy of

this appeal only this morning. Mr. Pol states that respondents are yet to take a decision on the reply to the show cause notice.

3 Be that as it may, I find no infirmity in the impugned order passed by the District Judge which reads as under :

“1. Heard Advocates for both the sides.

2. Issue under arbitration relates to contract of dealership and the applicant received notice dated 28.6.2017 and 1.9.2017 issued by the opponent. The opponent has filed caveat application and prayed for short time to file the reply. Dispute relates to contractual obligation of the parties. Therefore, I did not find it is necessary to issue ad-interim relief in favour of applicants especially when remedy is open and available for the applicant to seek damage for breach of contract Resultantly, ad-interim relief asked by the applicant is rejected and proceeding is fixed for filing reply by the opponent.”

4 Moreover, in the show cause notices respondents have called upon appellants to offer its response to the contents of the show cause notices. Respondents would, I am sure, follow principles of natural justice by giving a personal hearing to petitioner. It is, however, clarified that if petitioner does not attend the personal hearing at the appointed time and date, respondents may go ahead and decide the issue. This Court, it is further clarified, has not made any observations on the merits of the matter.

5 In the circumstances, the appeal stands disposed. Civil application also accordingly stands disposed.

6 Mr. Pol, counsel for appellants states that within one week from today, appellants will also withdraw the application filed before the

District Court under Section 9 of the said Act. Statement accepted.

(K.R. SHRIRAM, J.)